### CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Numb	er:
Meeting Type: Regular	Meeting Date: Jun 12, 2014
Action Requested By: <u>Planning</u>	Agenda Type: Resolution
Subject Matter:	
Resolution authorizing the Mayor to enter into a Pr America, Inc. for Professional Planning Services Rel Transportation Plan for the City of Huntsville	rofessional Services Agreement with Atkins North lated to the Development of the Year 2040
Exact Wording for the Agenda:	
Resolution authorizing the Mayor to enter into a P	Professional Services Agreement between the City of essional Planning Services Related to the Development of Huntsville
Note: If amendment, Please state title and nun	nber of the original
Item to be considered for: Action	Unanimous Consent Required: No
Briefly state why the action is required; why it is reco	ommended; what council action will provide, allow and e helpful.
Professional services are valued at the amount of \$ this amount.	107,693.53. Federal grant funds will be utilized to fund
Associated Cost:B	udgeted Item:
MAYOR RECOMMENDS OR CONCURS:	<del></del>
Department Head:	Date: 1 Jule 14

### ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Planning	Council Meeting Date: 6/12/2014
Department Contact: Kimberly Gosa	Phone # 5115
Contract or Agreement: Agreement	
Document Name: Professional Services A	greement Between COH & Atkins North America, Inc.
City Obligation Amount:	0
Total Project Budget:	\$107,693.53
Uncommitted Account Balance:	
Account Number:	01-5263-0511-4410

**Procurement Agreements** 

- Total Chick Agreements			
	Select	Select	
	G	rant-Funded Agreements	<u>-</u>
Federal Other	<u></u>	Grant Name:	
	FHWA 5303	•	

Department	√ Sig⁄nature	Date
1) Originating	AA	11 Jus 14
2) Legal	May Cates	6-11-14
3) Finance	K. I	1.112
4) Originating		
5) Copy Distribution	1	
a. Mayor's office (1 copies)	Smh	4/12/14
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION	NO.	14-
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BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with the State of Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF HUNTSVILLE AND ATKINS NORTH AMERICA, INC. FOR PROFESSIONAL CONSULTING SERVICES RELATED TO THE DEVELOPMENT OF THE YEAR 2040 TRANSPORTATION PLAN FOR THE CITY OF HUNTSVILLE, ALABAMA AS ADMINISTRATOR OF THE HUNTSVILLE AREA TRANSPORTATION STUDY" consisting of ten(10) pages plus Exhibits A, B & C, and the date of June 12, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2014.

President of the City Council of the City of Huntsville, Alabama

APPROVED this the 12th day of June, 2014.

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA	)
	)
COUNTY OF MADISON	)

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE AND
ATKINS NORTH AMERICA, INC. FOR
PROFESSIONAL CONSULTING SERVICES
RELATED TO THE
DEVELOPMENT OF THE
YEAR 2040 TRANSPORTATION PLAN
FOR THE CITY OF HUNTSVILLE, AL
AS ADMINISTRATOR OF THE HUNTSVILLE
AREA TRANSPORTATION STUDY

### PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this 12<sup>th</sup> day of June, 2014, between Atkins North America, Inc., a Florida corporation, (hereinafter referred to as "Consultant"), and the City of Huntsville, a municipal corporation in the State of Alabama, acting as administrator of the Huntsville Area Transportation Study (hereinafter referred to as "City").

#### RECITALS

WHEREAS, the City requested authorization from the Alabama Department of Transportation (ALDOT) to select a consultant for transportation planning services under the "Alternative Selection Procedures for Cities and Counties"; and

WHEREAS, the City was granted authorization from the Alabama Department of Transportation to hire the consultant, as shown in the correspondence attached collectively hereto and incorporated herein by reference as Exhibit "A; and

WHEREAS, the Consultant was selected from a pre-selected list of eligible vendors approved by the Alabama Department of Transportation; and

WHEREAS, the City of Huntsville submitted a Scope of Work to the Consultant entitled Huntsville Area Transportation Study - Metropolitan Planning Organization (MPO) Huntsville Urbanized Area: 2040 Long Range Transportation Plan (LRTP) Update Scope of Work; attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the Consultant submitted a proposal entitled Huntsville Area Metropolitan Planning Organization 2040 Long Range Transportation Plan Update, dated May 19, 2014, which includes the Consultant's Preliminary Project Schedule, Cost by Major Project Task, Fee Proposal, and Description of Data to be Provided by MPO Staff and MPO Member Governments, attached hereto and incorporated herein by reference as Exhibit "C"; and

June 12, 2014

WHEREAS, based upon the said proposal and further discussions, the City desires to retain the Consultant to provide consulting services to assist the City in Development of the Year 2040 Transportation Plan in accordance with the Scope of Work and the Consultant's proposal to meet the Scope of Work, attached hereto and incorporated by reference as Exhibit "B".

WHEREAS the City's engagement of the Consultant is based upon the Consultant's representations to the City that it is an organization of professionals experienced in the type of services the City is engaging the Professional to perform, is authorized and licensed to do business in the State of Alabama, is qualified, willing and able to perform the professional services for the Project, and has the experience and ability to provide professional services which will meet the City's objective and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

WHEREAS the City and the Consultant each acknowledge that it has reviewed and familiarized itself with this Consulting Services Agreement, including all documents enumerated herein, and agree to be bound by the terms and conditions contained therein.

NOW THEREFORE, for good and valuable consideration, the parties do mutually agree as follows:

- ARTICLE 1: <u>Statement of Work:</u> The Consultant hereby agrees to provide the services and perform the work as set forth in Exhibit "B" hereto.
- ARTICLE 2: <u>Effective Date</u>. The date this Agreement is approved and executed by both parties shall be referred to hereinafter as the "Effective Date". The City shall provide the Consultant a Notice to Proceed with the Work of this Agreement. The Consultant shall not perform any part of the Work until it receives the Notice to Proceed.
- ARTICLE 3: <u>Period of Performance and Schedule:</u> The period of performance of the contract shall commence within three (3) days of Consultant's receipt of the Notice to Proceed, and shall extend until the Work is completed. The work shall be completed by March 1, 2015 and shall be consistent with the Tasks and Preliminary Project Schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference.
- ARTICLE 4: <u>Contract Price</u>: In consideration of the services rendered hereunder, the City shall pay to the Consultant for the work performed pursuant to the Scope of Work by the tasks completed. The total Fixed Fee for all work performed shall be \$107,693.53.

The Fixed Fee shall be inclusive of all costs and expenses incurred by the Consultant and there shall be no additional reimbursement for such expenses.

Consultant may invoice once every calendar month during the period of performance to for the proportionate percentage of the completed work for the term of pertinent work. For example, in Tasks 1 & 2, for each month of the two months during the term of Tasks 1 & 2, the Consultant

may invoice for 1/2 of the fee for Tasks 1 & 2. Invoicing for Tasks 3 and 4 shall be invoiced using this same method.

City shall promptly pay the Consultant within thirty (30) calendar days upon receipt and approval of the Consultant's invoice.

### ARTICLE 5: Consultant Performing as an Independent Contractor:

In the performance of this work it is understood between the parties that the Consultant and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. The Consultant shall have no authority to obligate the City to any indebtedness or other obligation.

ARTICLE 6: Notices: All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

City Of Huntsville Attention: Dennis Madsen P.O. Box 308 Huntsville, Alabama 35804

Atkins North America, Inc. Attention: Harry Rice 1600 RiverEdge Parkway NW Suite 600 Atlanta, GA 30328

ARTICLE 7: Entire Agreement: The contract between the City and the Consultant consists of this written Agreement and any documents, drawings or attachments furnished by the City and referenced herein. This written Agreement constitutes the entire agreement between the City and the Consultant with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and the Consultant.

ARTICLE 8: Order of Preference of Contract Documents. In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control. Interpretations shall be based upon the following order of precedence:

1) this Agreement and 2) the City's 2040 Long Range Transportation Plan (LRTP) Update Scope of Work, attached hereto as Exhibit "B".

ARTICLE 9: No Privity of Contract with Third Parties: Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and person or entity other than the Consultant.

ARTICLE 10: No Waiver Clause: The failure of the City to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the City's right to future performance of such terms, and the Consultant's obligations for future performance of such shall continue in effect.

ARTICLE 11: <u>EQUAL PARTICIPATION OF PARTIES</u>. Both parties to this Agreement have participated fully and equally in its negotiation and preparation. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against either party hereto.

ARTICLE 12: <u>Insurance and Indemnification Requirements:</u> Consultant shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. Consultant shall procure and maintain for the duration of the job until final acceptance by the City, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors.

#### A. MINIMUM SCOPE OF INSURANCE:

### 1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval.

### **Commercial General Liability**

Products and Completed Operations Contractual Personal Injury Broad Form Property Damage

### 2. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

### 3. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

### 4. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waivers of subrogation in favor of the City shall be endorsed to Worker's Compensation coverage.

### 5. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

### **B.** MINIMUM LIMITS OF INSURANCE:

### 1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

- \$2,000,000 General Aggregate Limit
- \$ 2,000,000 Products Completed Operations Aggregate
- \$ 1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence

#### 2. Professional Liability:

Insurance may be made on a "claims-made" basis:

- \$ 100,000 Per Claim Land Surveyors
- \$ 250,000 Per Claim Other Professionals

### 3. Automobile Liability:

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

### 4. Workers' Compensation:

As Required by the State of Alabama Statute

### 5. Employers Liability:

\$ 100,000 Bodily Injury by Accident or Disease

\$ 500,000 Policy Limit by Disease

#### C. OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

### 1. General Liability and Automobile Liability Coverage's Only:

- a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Consultant for products used by and completed operations of Consultant; or automobiles owned, leased, hired or borrowed by Consultant. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.
- b. Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Consultant's insurance and shall not contribute to it.
- c. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### 2. All Coverages:

a. Consultant is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

#### D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V.

### **E.** VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder, and Consultant shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to inspect copies and relevant provisions of the insurance policies required by this Agreement, subject to appropriate confidentiality provisions to safeguard the proprietary nature of Consultant's manuscript policies.

### F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONSULTANT:

Consultant shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

#### G. HOLD HARMLESS AGREEMENT:

### 1. Other Than Professional Liability Exposures:

Consultant shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that such damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Consultant or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

### 2. Professional Liability:

Consultant agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against damages, losses and expenses including, but not limited to attorney's fees,—to the extent caused by the negligent acts, errors, or omissions of Consultant or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Nothing contained in this agreement shall make Consultant responsible to the City for any claims, suits or expenses arising out of the negligent, intentional, reckless, or wrongful acts of the City or its agents.

#### H. INTELLECTUAL PROPERTY RIGHTS:

Consultant agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Consultant pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Consultant, and granting Consultant the sole right to defend such claim. In the event of any infringement or claimed infringement, Consultant shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

ARTICLE 13: Governing Law and Venue. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama. For any action concerning this Agreement, (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

ARTICLE 14: <u>Termination</u>. City may terminate this Agreement at any time with or without cause, in whole or in part, by providing ten (10) days written notice to the Consultant. Upon termination, Consultant may invoice for the proportion of fee earned for all work performed prior to the effective date of the termination.

ARTICLE 15: <u>Assignment by the Consultant</u>. The Consultant shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the immediately preceding sentence, the City and the Consultant, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

- ARTICLE 16: <u>Use of Subcontractors</u>. The Consultant shall obtain the City's written consent before placing any subcontract for furnishing any of the work called for in this contract. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract terms or conditions, acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve the Consultant of any responsibility for performing this contract.
- ARTICLE 17: Non-Discrimination. In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.
- ARTICLE 18: <u>Compliance with State and Federal Law</u>. The Consultant will meet the requirements for conformance with the requirements of 23 U.S.C. 134 and 135 and 49 U.S.C. 5303-5305 and approved by the Secretary of Transportation of the United States.
- ARTICLE 19: **Review by Appropriate Agencies.** All work performed by the Consultant under this Agreement will be subject to the review, approval and acceptance of the City of Huntsville, State of Alabama, and the Federal Highway Administration before the Consultant will be paid for the work.

### ARTICLE 20: Miscellaneous Provisions.

- A. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- B. When a word, term or phrase is used in this Contract, it shall be interpreted or construed. First, as defined herein; second, if not defined, according to its generally accepted meaning the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.
- C. The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."
- D. The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- E. Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

- F. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's services shall be performed continuously and consistently with industry standards
- G. The Services will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.
- H. On behalf of themselves, their governing officers and employees, the parties waive all claims against each other for punitive damages.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

Attes	at:	<b>Atkins North America, Inc.</b> 1600 RiverEdge Parkway NW Suite 600
		Atlanta, GA 30328
		By :
		Harry Rice, PE
		Its: Principal
		CITY OF HUNTSVILLE a municipal corporation in the State of Alabama
Attes	t:	
		Ву:
	Charles E. Hagood	Tommy Battle
Its:	Clerk-Treasurer	Its: Mayor

### EXHIBIT "A"



March 18, 2014

Mr. Johnny L. Harrls, PE/PLS First Division Engineer Alabama Department of Transportation P.O. Box 550 Guntersville, AL 35976

RE: Request for Authorization to Select an "On-Call" Consultant for Transportation
Planning Services for the Year 2040
Transportation Plan - Huntsville
Area Transportation Study, City of Huntsville
Madison County

Dear Mr. Harris:

Under the Alternative Selection Procedures for Cities and Counties, the City of Huntsville, as the administrator of the local Metropolitan Planning Organization, hereby requests authorization to select an "on-call" consultant to perform the Transportation Planning Services required for the above referenced project. Following your approval to select a consultant, we will select one of the firms on the "on-call" list provided to us by the Alabama Department of Transportation Bureau of Transportation Planning and Modal Programs.

If you have any questions or need any additional information regarding this project or to process this request, please let me know at your earliest convenience.

Shane Davis

**Director of Urban Development** 

City of Huntsville

CONSULTANTS WITH SERVICE TYPE(S): TRANSPORTATION PLANNING SERVICES; WITH ACTIVE CONTRACTS;

Atkins North America, Inc. (Atkins)	
1400 Urban Center Drive	
Suite 400	
Vestavia Hills AL 35242-2578	205-969-3776
CDM Smith Inc.	
3715 Northside Parkway NW	
Bidg 300, Ste 400	
Atlanta GA 30327-2806	404-720-1400
J. R. Wilburn and Associates, Inc.	
411 James Store Road	
Greenville GA 30222	706-672-4593
Neel-Schaffer, Inc.	
15 Southlake Lane	
Suite 200	
Hoover AL 35244	<b>9-9</b>
TOUTO THE BOLTT	205-397-3800
Sain Associates, Inc.	
Two Perimeter Park South, Suite 500 East	
Birmingham AL 35243	205-940-6420



# ALABAMA DEPARTMENT OF TRANSPORTATION

### FIRST DIVISION OFFICE OF DIVISION ENGINEER

Post Office Box 550 Guntersville, Alabama 35976 Telephone (256) 582-2254 1-800-819-7418 Fax (256) 582-8922 March 25, 2014



JOHN R. COOPER
TRANSPORTATION DIRECTOR

Mr. Shane Davis
Director of Urban Development
City of Huntsville
P.O. Box 308
Huntsville, AL 35804

Dear Mr. Davis:

RE: Project: Transportation Planning Services for the year 2040 Transportation Plan Huntsville Area MPO

Reference is made to a letter dated March 18, 2014, in which a request of authorization was submitted for the Huntsville area MPO to utilize a consultant to perform planning services for the above-referenced project.

Attached is a list of the consultants that presently have planning services contracts with the Department. The MPO may choose a consultant from this list and enter into negotiation with that consultant.

The terms of the agreement between the MPO and the consultant shall be the same as the terms in the on-call agreement between the Department and the consultant. The MPO must submit to the Department the name of the firm in writing, a negotiated man-day and fee proposal, the agreement, and a certification of final indirect costs, which can be downloaded from the following link:

htt://cpmsweb2.dot.state.al.us/ConsultMgmt//FormsDownloadsLinks.aspx, and a copy of a Schedule of Direct Labor, Fringe Benefits, and Indirect Cost that has been prepared in accordance with 48 CFR part '31 Contract Cost Principles and Procedures for the most current consultant's fiscal year or a previous approval letter by ALDOT's Finance and Audits Bureau, dated within one year from the date of approval, for both the prime and any sub-consultants being used for approval prior to issuing a notice to proceed to the consulting firm.

Mr. Shane Davis Page 2 March 25, 2014

The attached list of consultants will be valid for six months from the date of this letter. If no consultant has been selected within six months, all permission previously granted will be rescinded. The written request to select a consultant for services will have to be resubmitted and authorization granted again by my office. If there are any questions, please advise.

Sincerely,

John R. Cooper Transportation Director

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ohnny L. Harris, P.E./P.L.S.

Division Engineer

JRC/JLH/mci Attachments

AECOM Technical Services, Inc	the state of the s	man i ma
3800 Colonnade Parkway, Suite 400 Birmingham AL 35243	205-970-1443	
Airsage Inc	203-970-1443	
1330 Spring St NW		
Suite 400		
Atlanta GA 30309	678-387-1313	
Alfred Benesch & Company		
600 Boulevard South SW Suite 104		
Huntsville AL 35802-2175	312-565-0450	
AMEC Environment & Infrastructure, Inc.	012 000-0430	<del></del> -
4000 Meadow Lake Drive, Suite 125		
Hoover AL 35242	205-733-7600	
American Consulting Professionals, LLC		
2818 Cypress Ridge Boulevard		
Suite 200 Wesley Chapel FL 33544	0.44 .000	
	813-435-2655	
Applied Pavement Technology, Inc. 115 W Main Street, Suite 400		
Urbana IL 61801	217-398-3977	
ARCADIS U.S., Inc.	217-030-0377	-
7051 Fain park Dr		
Suite 119		
Montgomery AL 36117	334-215-4461	
Armeni Consulting Services, LLC		
4411 Suwanee Dam Rd Suite 750 Suwanee GA 30024		
	770-904-4178	
Atkins North America, Inc. (Atkins) 400 Urban Center Drive		
Suite 400		
/estavia Hills AL 35242-2578	205-969-3776	
yres Engineering Inc (d/b/a Ayres Associates)		
875 Hidden River Parkway	51	
uite 200 ampa FL  33637	<b>242</b> 272 242	
	813-978-8688	
arge Waggoner Sumner & Cannon, Inc. 535 Grandview Parkway		
uite 500		
irmingham AL 35243	205-298-6074	
eam, Longest and Neff, LLC		
126 Castleton Road		
dianapolis IN 46250	317-849-5832	

billue and associates international LLC 5964 southland srive	a harden and the control of the cont	1
stone mountain GA 30087	770-312-5815	
Burk-Kleinpeter, Inc. 600 Lurleen Wallace Blvd. S		
Suite 180 Tuscaloosa AL 35401	205-759-3221	
Cambridge Systematics, Inc. 1566 Village Square Boulevard Suite 2		
Tallahassee FL 32309	850-219-6388	
Carr & Associates Engineers, Inc. 153 Cahaba Valley Parkway		
Pelham AL 35124	205-664-8498	
CDM Smith Inc. 3715 Northside Parkway NW Bldg 300, Ste 400		_
Atlanta GA 30327-2806	404-720-1400	
CFM Group, LLC 2135 University Boulevard Suite A		_
Tuscaloosa AL 35401	205-752-4037	
CH2M HILL Engineers 2112 Eleventh Avenue South Suite 320		
Birmingham AL 35205	205-326-8912	
CHA Consulting, Inc. II Winners Circle		_
Albany NY 12205-5269	518-453-4500	_
Contact Network, Inc. 600 LAKESHORE PKWY BIRMINGHAM AL 35209	205-278-8100	
ROY ENGINEERING, LLC 00 North Cobb Parkway uilding 400, Suite 413		
larietta GA 30062	770-971-5407	
SR Engineering, Inc. 48 Centre St. uite 200		_
leasant View TN 37146	615-212-2389	
TC Engineering LLC 109 South Hull Street		-
ontgomery AL 36104	334-264-2247	

Data Transfer Solutions, LLC 3680 Avalon Park Boulevard East #200		and the second s
Orlando FL 32828	407-382-5222	
Delcan Corporation 4411 Suwanee Dam Rd Suite 560		
Suwanee GA 30024	404-320-1776	
Dorsey & Dorsey Engineering, Inc. PO Box 851298		<u> </u>
Mobile AL 36685-1298	251-344-3983	E2
DRMP, Inc. 941 Lake Baldwin Lane		
Orlando FL 32814	407-896-0594	
DSM Design Group, LLC P. O. Box 690		
Jasper AL 35502-0690	205-221-6262	
DW & Associates P.O. Box 11268	16	
Atlanta GA 30310-0268	404-752-6464	
Dye Management Group, Inc. 10900 NE 4th Street Suite 1910		
Believue WA 98004	425-637-8010	
Dynamic Civil Solutions 205 20th Street N., Ste 1010	1/	
Birmingham AL 35203	205-358-7256	
Engineering Design Technologies, Inc 215 19th Street North Ste 200		
Birmingham AL 35203	205-942-8630	
Engineering Service Associates, Inc. 5300 Cahaba River Road Suite 250		
Birmingham AL 35243	205-970-0772	
FHWA 500 Eastern Boulevard Suite 200		
Montgomery AL 36117-2018	334-223-7370	
Foresite Group, Inc. 2128 Moores Mill Road Suite C		
Auburn AL 36830-8464	334-887-6064	

G Squared, LLC 20 Ardmore Hwy Fayetteville TN 37334  931-438-1414  Gannett Fleming, Inc. PO Box 67100 Harrisburg PA 17106-7100  717-763-7211  Garver, LLC 5125-A Research Drive Huntsville AL 35805  GMB Engineers and Planners, Inc. 2602 E. Livingston Street Orlando FL 32803  407-898-5424  Goodwyn Mills & Cawood, Inc. 2660 EastChase Lane Suite 200  Montgomery AL 36117  334-271-3200  Gortemoller Engineering, Inc. 5 Miracle Strip Loop Suite 16 Panama City Beach FL 32407  Greenhorne & OMara, Inc. 13535 Feather Sound Drive, Suite 400 Clearwater FL 33762  Gresham Smith & Partners 3595 Grandview Parkway Suite 300 Birmingham AL 35243  Hall Planning & Engineering, Inc. 322 Beard Street Taltahassee FL 32303  850-222-2277  Hatch Motf MacDonald Alabama, LLC 153 West 1-65 Service Road North Mobile AL 36608  HDR Engineering, Inc.	and the farmer of the same
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28190 N Main Street, Suite C Daphne AL 36526	
402-399-1000	
Hernandez & Swift Associates,Inc. 1630 Balihai Court	
Gulf Breeze FL 32563-2787 850-934-1530	
Hill Studio	
120 Campbell Avenue SW Roanoke VA 24011-1206 540-343-5363	
540-342-5263	

HMB Alabama, LLC	Control of a species absents with the second
7009 Brockport Court	
Montgomery AL 36117	334-277-1002
HNTB Corporation	
3715 Northside Parkway	
200 Northcreek, Suite 800	
Atlanta GA 30327	404-946-5700
IBI Group	
115 Broad Street, 5th Floor	
Boston MA 02110	617-450-0701
ICA Engineering, Inc. f/k/a Florence & Hutcheson, Inc.	
PO Box 5266	
Huntsville AL 35814	256-890-0321
Interactive Elements Incorporated	
60 w. 55th Street	
New York NY 10019	212-490-9090
J. R. Wilburn and Associates, Inc.	
411 James Store Road	
Greenville GA 30222	706-672-4593
Inche Carlos de Constitution Co	700-012-4090
Jacobs Engineering Group, Inc 6801 Governors Lake Parkway	
Norcross GA 30071	270 220 220 4
	678-333-0694
James Gray	
1800 Peachtree Street Suite 825	
Atlanta GA 30309	404 0FF 4040
	404-355-4010
JBW&T, Inc.	
306 North Fifth Street P.O. Box 631	
Gadsden AL 35901	050 547 0070
	256-547-6379
Kemp & Seagle Consulting Engineers, Inc.	
436 West College Street Columbiana AL 35051	
COlumbiana AL 35051	205-670-0300
Kennedy Engineering & Associates Group LLC	
5300 Powers Ferry Road	
Building 600 Suite 341	12
Atlanta GA 30339	678-904-8591
Al Engineering	
One Perimeter Park South, Suite 485N	
Birmingham AL 35243	205-503-4660
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35 Herron Street	
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Littlejohn Engineering Associates 401 Franklin Street, SE	
Suite B	
Huntsville AL 35801	256-533-3311
Long Engineering, Inc. 2550 Heritage Court Suite 100	
Atlanta GA 30339	770-951-2495
LPA Group, Inc., The 1110 Montlimar Dr., Suite 160 Mobile AL 36609	
	803-254-2211
McCloud Transportation & Associates, LLC 18740 Hillstone Drive Odessa FL 33556	
Odessa FL 33556	813-920-8683
Mead & Hunt 6501 Watts Road	
Madison WI 53719	608-273-6380
Metric Engineering, Inc. 13940 SW 136 Street	<u>(5)</u>
Miami FL 33186	305-235-5098
Michael Baker Jr., Inc. 1110 Montlimar Dr. Suite 160	
Mobile AL 36609	251-380-0898
Moffatt and Nichol 1616 East Millbrook Road Suite 160	
Raleigh NC 27609-1924	919-781-4626
Moreland Altobelli Associates, Inc. 2211 Beaver Ruin Road Suite 190	
Norcross GA 30071	770-263-5945
Navigator Development Group Inc. I 16 South Main Street Suite 214	
Enterprise AL 36330-2556	334-347-7612
Neel-Schaffer, Inc. 5 Southlake Lane Suite 200	33   341   7312
loover AL 35244	205-397-3800
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431 Hartford Hwy	
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Open Roads Consulting, Inc. 103 Watson Rd.	The second secon
Chesapeake VA 23320	757 540 0404
	757-546-3401
Palmer Engineering PO Box 886	
Guntersville AL 35976-1511	256-486-9079
Palmetto Traffic Group, LLC	200-00-9019
5428 Jasmine Pkwy	
Alpharetta GA 30022	864-650-2562
Parsons Brinckerhoff, Inc.	
3340 Peachtreed Road, NE	
Tower Place 100, Ste. 2400	
Atlanta GA 30326-1087	404-237-2115
PE Lamoreaux & Associates, Inc.	
P.O. Box 2310 Tuscaloosa AL 35403	***
	205-752-5543
Planning Communities, LLC 9131 Anson Way	
Suite 304	
Raleigh NC 27615	919-803-6862
Pond & Company	010 000 0002
3500 Parkway Lane	
Suite 600	
Norcross GA 30092	678-336-7740
Providence Engineering and Environmental Group LLC	
201 Main Street	
Baton Rouge LA 70802	225-766-7400
Renaissance Planning Group	
21 South Orange Avenue	
Orlando FL 32801	407.407.000
	407-487-0061
leynolds, Smith and Hills, Inc. 0748 Deerwood Park Boulevard South	
acksonville FL 32256	904-256-2500
obinson, Stafford and Rude, Inc	304-230-2300
021 Tangerine Avenue South	
ulfport FL 33707	727-328-2921
PM Transportation Consultants, LLC	020 2021
101 17th Avenue S.	
ashville TN 37212-2203	615-370-8410

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RW Armstrong 9019 Overlook Blvd Suite D-4	
Brentwood TN 37027	615-377-1320
Sain Associates, Inc. Two Perimeter Park South, Suite 500 East Birmingham AL 35243	205-940-6420
SARCOR, LLC 1116 20th Street South #322	200-940-0420
Birmingham AL 35205	205-434-1555
Sentell Engineering, Inc. P.O. Box 1246	
Tuscaloosa AL 35403	205-752-5564
sequoia three 116 south main street ste 312	
enterprise AL 36330	256-497-5662
SHUMER CONSULTING LLC 113 WILLIAMS COURT MOBILE AL 36606	
Skipper Consulting, Inc. 3644 Vann Road Suite 100 Birmingham AL 35235	251-605-7252
Slade Land Use, Environmental, and Transportation P 500 First Avenue North, Unit 54	
Birmingham AL 35203	205-413-4685
Smart Data Strategies, Inc 57 Riverside Dr 3TE 100	
anklin TN 37064	888-384-6214
mith Seckman Reid, Inc. 995 Sidco Drive ashville TN 37204	045.000.4445
MW Engineering Group Inc. 550 woods of Riverchase Drive	615-383-1113
oover AL 35244	205-397-6775
olid Civil Design, LLC 73 Tucker Road uite 101	
elena AL 35080	205-419-5300

SOVEREIGN CONSULTING INC. 826 lakeside dr Suite E	
mobile AL 36693	251-665-109-5
Sprinkle Consulting	231-003-1095
18115 US Hwy 41 N	
Suite 600 Lutz FL 33549-6473	
	813-949-7449
Stantec Consulting Services Inc. 12585 Old Highway 280 Suite 107	
Chelsea AL 35043	205-678-7422
STV Incorporated 225 Park Avenue South	200 010 1422
5th Floor New York NY 10003	
	212-777-4400
Sycamore Consulting. Inc. 195 Arizona Avenue, NE, unit lw4	
Atlanta GA 30307	404-377-9147
T. Y. Lin International	704-511-8147
260 Peachtree Street Suite 900	
Atlanta GA 30303-1237	404-841-7886
TCU Consulting Services, LLC. Program Management PO Box 230487	
Montgomery AL 36123	334-420-1500
The Louis Berger Group, Inc.	
775 N. University Blvd. Suite 150-G Mobile AL 36608	
	804-225-0348
Thompson Engineering, Inc. PO Box 9637	
Mobile AL 36691	251-666-2443
FIP Consultants	
170 Pelly Circle	
Atlanta GA 30319	404-401-3056
oole Design Group, LLC 484 Georgia Ave, Suite 800	
ilver Spring MD 20910	301-927-1900
R Advisors, LLC. 7 Franklin Street, 9th Floor oston MA 02110	
	617-482-2525
radeMark Engineering Services, Inc. 618 Burning Tree Lane	
elham AL 35124	205-520-8943
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Traffic Solutions, LLC	
3000 Piper Way	
3000 Piper Way Hoover AL 35244	
HOUVEI AL 33244	205-249-6314
TRC Worldwide Engineering, Inc.	•
3979 Parkwood Road, Suite 115-Box 307 Bessemer, Alabama AL 35022	
	615-661-7979
Trice, PC 4800 Whitesburg Drive	
Suite 30-264	
Huntsville AL 35801	256-536-0260
Urban Collage, Inc.	200 000-0200
121 Luckie Street NW	
Suite 200	
Atlanta GA 30303	404-586-0277
URS Corporation	
917 Western America Circle	
Suite 400 Mobile AL 36609	
	251-344-4744
Utility Engineering Consultants, LLC 320 Watterson Curve	<del>_</del>
Frussville AL 35173	207 277 7711
	205-655-5841
/aughn & Melton Consulting Engineers Inc I09 S 24th Street	
Middlesboro KY 40965	606-248-6660
/olkert, Inc.	000-240-0080
P. O. Box 7434	
Mobile AL 36670	251-342-1070
PSI, Inc.	231 072-1070
220 Rankin Drive	
roy MI 48083	248-597-3500
Valker Associates, Inc.	
17 22nd Avenue Suite B	
uscaloosa AL 35401	205-561-3778
/hitehouse Group Inc.	
00 West Cypress Creek Rd	
TE 930 ort Lauderdale FL 33309	
	202-280-1246
hitman, Requardt and Associates, LLP	
21 S. Caroline Street altimore MD 21231	
	410-235-3450



May 19, 2014

Mr. Johnny Harris, Director Alabama Department of Transportation First Division 23445 Highway 431, North P. O. Box 550 Guntersville, AL 35976

Dear Mr. Harris,

The City of Huntsville, on behalf of the Huntsville Metropolitan Planning Organization, wishes to contract with Atkins North America, Inc. for services related to the development of the Year 2040 Transportation Plan. The MPO staff has negotiated a scope of work and fees with the consultant.

Please find enclosed a copy of Atkins' proposal and their fee for performing the required work. We request that you review the enclosures and let us know if you approve, or have any modifications you wish to make to the fee for your acceptance. We would like to get started on this project right away.

Sincerely,

Shane Davis, Transportation Process Coordinator

Huntsville Area Transportation Study/Huntsville MPO

cc:

Mr. Les Hopson

Mr. Jim Doolin

Dr. Emmanuel Oranika



## ALABAMA DEPARTMENT OF TRANSPORTATION

### FIRST DIVISION OFFICE OF DIVISION ENGINEER

Post Office Box 550 Guntersville, Alabama 35976 Telephone (256) 582-2254 1-800-819-7418 Fax (256) 582-8922 May 27, 2014



JOHN R. COOPER
TRANSPORTATION DIRECTOR

Mr. Shane Davis
Director of Urban Development
City of Huntsville
P.O. Box 308
Huntsville, AL 35804

Dear Mr. Davis:

RE: Project: Transportation Planning Services for the year 2040 Transportation Plan, Huntsville Area MPO Madison County

Reference is made to a letter dated May 19, 2014, in which you transmitted a man-day and fee proposal from Atkins North America, Inc., for work on the above-referenced project.

The overhead rate and operating margin will be as previously approved by the Bureau of Finance and Audits, External Audit Section. The fee of \$107,693.53 is acceptable as submitted. We feel this fee is just and fair compensation for planning services and related work.

The Huntsville area MPO may proceed with the agreement with Atkins North America, Inc., using the aforementioned fee. Please let me know if you have any questions.

Sincerely,

John R. Cooper

Transportation Director

By:

olanny L. Hadris, I

JRC/JLH/mci



May 19, 2014

Mr. Johnny Harris, Director
Alabama Department of Transportation
First Division
23445 Highway 431, North
P. O. Box 550
Guntersville, AL 35976

RECEIVED.

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Sincerely,

Shane Davis, Transportation Process Coordinator

Huntsville Area Transportation Study/Huntsville MPO

cc:

Mr. Les Hopson

Mr. Jim Doolin

Dr. Emmanuel Oranika

HUNTSVILLE AREA TRANSPORTATION STUDY
P.O. Box 308 | Huntsville, AL 35804
www.huntsvillempo.org | (256) 427-5100

### EXHIBIT "B"

# HUNTSVILLE AREA TRANSPORTATION STUDY METROPOLITAN PLANNING ORGANIZATION (MPO) Huntsville Urbanized Area

### 2040 Long Range Transportation Plan (LRTP) Update

#### Scope of Work

The City of Huntsville, Alabama, as the planning agency for the Huntsville Area Transportation Study/Metropolitan Planning Organization (MPO), will be developing the Year 2040 Long Range Transportation Plan (LRTP) and will require professional services to assist with its completion. The Year 2040 LRTP will serve as the official, adopted plan for the Huntsville Area Transportation Study and will direct transportation decision-making for the Urbanized Area for the next twenty-five (25) years. Federal regulations require that long range transportation plans be updated every five (5) years so that the MPO can maintain its eligibility to receive federal transportation funds.

The Huntsville Area Transportation Study, in cooperation with the State of Alabama, is responsible for carrying out the Federal transportation process in the Huntsville Metropolitan Study Area. This responsibility includes preparing and presenting necessary documents, plans, data, and resolutions to the MPO Policy Board so informed decisions can be made regarding transportation planning matters; and to the Technical Coordinating Committee and Citizens Advisory Committee, so they may offer informed recommendations to the MPO Policy Board. The **Year 2040 LRTP** is no exception.

The City of Huntsville, Alabama, as the planning agency of the MPO, has received permission from the Alabama Department of Transportation (ALDOT) 1<sup>st</sup> Division to hire a consultant for the **Year 2040 LRTP** from the ALDOT On-Call Contractor List. The City of Huntsville wishes to enter into contract negotiations with Atkins North America for technical assistance pertaining to the development of the Year 2040 LRTP; in partnership with the State of Alabama, Federal Highway Administration, and the Federal Transit Administration. The remainder of this document provides information as to the scope of work and the specifics needed to develop a proposal in the format preferred by the City of Huntsville, acting on behalf of the Huntsville Area Transportation Study, and ALDOT.

#### WORK TASKS

Activities for the update will involve consultation and technical assistance; specifically pertaining to the update of the transportation model and the presentation of its outcomes. The consultant will be responsible for performing all model work required for the **Year 2040 LRTP**, and provide cost estimates for projects as necessary. The work to be performed involves frequent interaction with the MPO staff, and will require a review of work tasks at the 30%, 60%, and 90% completion stage. This work further includes participation in certain public and technical meetings to help attendees understand the model process and the modeled outcomes, and to allow participants to contribute their opinions.

The base year to be modeled will be 2010 and the future year to be modeled will be 2040. The MPO requires several alternates to be modeled. Specifically, the consultant shall prepare the base year and model the following:

- Existing + Committed network for the year 2040
- The "No Build" network for 2040
- 2040 network with funded projects only
- 2040 network with funded and visionary projects to include both the Southern Bypass and Memphis to Atlanta Highway
- 2040 network with funded and visionary projects excluding both the Southern Bypass and Memphis to Atlanta Highway

The consultant must use CUBE Voyager transportation demand modeling program and software. ALDOT requires travel demand models be delivered in CUBE Voyager format and in such a way that all data links are intact.

The Scope of Work shall include, but is not limited to, the following tasks:

Task 1: Review and Collection of Base Year Socio-Economic Data, and the Forecast of Future Socio-Economic Data.

### This task requires:

- Updating the socio-economic data from the year 2005 to the year 2010, and performing projections of the data for all Traffic Analysis Zones. The socio-economic data to be updated pertains to households, median household income, employment (retail and non-retail), and school enrollment. The socio-economic data updates for 2010 and the year 2040 will need to be verified with the MPO staff demographer to insure that projections are consistent with the City of Huntsville's demographic data and projections.
- Providing socio-economic data to staff for completion of "Section 3: Growth Forecasts," of the LRTP.
- Data due to MPO staff as soon as possible.

### Task 2: Prepare Base Year Travel Demand Model

#### This task requires:

- Assembling network and land use data to support validation and future model runs.
- Acquiring year 2010 traffic counts from ALDOT, the City of Huntsville, Madison County, and the City of Madison for model validation purposes.
- Acquiring the year 2010 highway performance statistics pertaining to miles of roadway and vehicle miles traveled (by functional classification) from ALDOT.
- Updating the transportation model's highway network since the adoption of the original Year 2035 Transportation Plan.

### Network/model calibration

Task 3:

Prepare the Existing + Committed network model, the No Build network model, the Year 2040 model with funded projects only, the Year 2040 model with funded and visionary projects to include both the Southern Bypass and Memphis to Atlanta Highway, and the Year 2040 model with funded and visionary projects excluding both the Southern Bypass and Memphis to Atlanta Highway. Provide model data to the MPO staff for completion of various sections of the LRTP. All models due to MPO staff July 31, 2014 or other date agreed to with consultant once hired.

#### This task requires:

- Construction of plan networks, to include identifying and integrating any additional projects to improve traffic flow
- Run of 2040 model with newly recommended projects
- Since multiple alternates of the model are to be run, provide analytical information regarding the alternates and what is preferred.
   The preferred model will be used by the MPO staff as a basis for developing the plan.
- Trip generation
- Network/model validation, to include validation data to be included in "Section 4" of the LRTP
- Test Future (Evaluation of impacts of current and proposed LRTP projects on system) to include documentation supporting the transportation alternatives that were tested
- Providing data to MPO staff for the completion of "Section 2: Travel Demand Modeling" and "Section 4: Highway Element." This includes all capacity projects' current and future LOS, selected V/C ratios, charts, tables, graphs, and provision of all maps of the modeled network similar to maps 4-1 to 4-17 and in accordance with ALDOT mapping requirements. The MPO staff shall retain ownership of maps produced and GIS files shall be provided to the MPO staff by the consultant.
- Providing the MPO staff with model information pertaining to the Congestion Management System portion of the LRTP; specifically:
  - A list of the top ten congested corridors from the base year and their projected LOS (highest LOS > 1.0) and base year traffic volume for Year 2040
  - A list of the top ten congested corridors from the Year 2040 and their LOS (highest LOS > 1.0) and traffic volume for the base year
  - c) A map showing the travel time and travel speed of the top ten congested corridors, along with the volume to capacity ratio, average daily traffic and projected daily traffic. Mapping should be done in accordance with ALDOT requirements.
  - d) A map of the whole network showing travel time and travel speed. Mapping should be done in accordance with ALDOT requirements.

- e) A map highlighting the corridors with V/C ratios of 1.0 and greater.
- f) Base year miles of roads with a V/C ratio of 1.0 or greater, broken down by roadway classification.
- Providing required model information to ALDOT and the MPO in electronic format.

#### Task 4: Public Involvement

This task requires:

- Briefing MPO staff as needed at the end of the model development
- Conducting presentations and providing associated materials for local and public information meetings as discussed with Huntsville MPO staff.
- Availability of 2 persons from consultant staff at 4 public meetings throughout the MPO Study Area to discuss the model and the outcomes, when the Draft Year 2040 LRTP is under review – September/October 2014
- Availability of one person from the consulting staff to present model outcomes at the CAC, TCC, and MPO meetings for the Draft Year 2040 LRTP - September/October 2014 (3 meetings)
- Assisting the staff by answering comments to be added to the Final Year 2040 LRTP, pertaining to the model. This can include answering comments made by ALDOT, FHWA, and FTA.
- Availability of one person from the consulting staff to present model outcomes at the CAC, TCC, and MPO meetings for the Final Year 2040 LRTP – January 2015 (3 meetings)

### EXHIBIT "C"

Consultant's Preliminary Project Schedule, Cost by Major Project Task, Fee Proposal, and Description of Data to be Provided by MPO Staff and MPO Member Governments

10. Estimated time to perform the work (entire project and by major task/benchmark) and ability of the firm to meet established schedules.

	2014							
Task	Jun	July	Aug	Sep	Oct	Nov	Dec	Jan
1. Base Year and Future Year Socio-Economic Data			i i i					
2. Base Year Travel Demand Model								
3. Future Year Travel Demand Model								
4. Public Involvement					3 8		100	

#### Note:

\* Public Involvement Meetings

### 11. Estimated cost for the project, broken down in two ways:

Δ	. Estimated Co	st by	Major	Proje	ct Tas	k	1		HU	10.00	4151	
				abor Co	osts			Direct Costs				
			Professional			Sub- Professional				E EE		
Ta:	sk	Project Manager	Principal Engineer		Junior Engineer	Clerical	Total	Travel	Repro	Total	Grand Total	
	Billing Rates	\$165	\$228	\$190	\$106	\$62		(includes 1				
1.	Base Year and Future Year Socio-Economic Data	\$2,648	\$913	\$3,807	\$10,223	\$7,427	\$25,017	\$155.27		\$155.27	\$25,173	
2.	Base Year Travel Demand Model	\$2,648		\$15,229	\$10,648		\$28,525	\$155.27		\$155.27	\$28,680	
3.	Future Year Travel Demand Model	\$2,648		\$5,330	\$19,593		\$27,571	\$155.27		\$155.27	\$27,726	
4.	Public Involvement	\$13,238	\$2,740		\$7,667		\$23,645	\$1,440.12	\$1,029.60	\$2,469.72	\$26,115	
1	Total	\$21,180	\$3,654	324,366	348,131	\$7,427	\$104,758	\$1,905.92	\$1,029 50	\$2,935,52	\$107,694	

5/19/2014

### Alabama Department of Transportation

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Design 4	<u> </u>	=				
Project	No Inty Madison C					
Descript		·				
Scope of W	MPO 20	040 LRTP				
Project Len	gth Huntsville	Area	MPO Stu	ldy Area		
Consult	tant Atkins					
Fee F	Proposal (204	10 I	RTP)			
PERSONNEL COST						
	Man-days	x D	aily Rate			
Project Manager	16.00	\$	465.44	\$	7,447.04	
Pr. Engineer			642.32		1,284.64	
Sr. Engineer	16.00	\$	535.44	\$	8,567.04	
Jr. Engineer	56.50	\$	299.52		16,922.88	
Clerical	15.00	\$	174.08	\$	2,611.20	
				\$	-	
				\$		
				\$	-	
	Total Dire	ect	Labor	\$	36,832.80	
Combined Overhead (%)	158.35			\$	58,324.74	
Out-of-Pocket Expenses**				\$	2,668.65	
		Sut	)-Total	\$	97,826.19	
Operating Margin (10%)	<del></del>			\$	9,782.62	
		Sub	-Total	\$	107,608.81	
		_	_			
SUB-CONSULTANTS (attach man-day & fee FI	ROM each sub-	con	sultant; s	show total	fee for each here)	
<u> </u>				\$		
				\$		
				\$		
		_		<b>53</b>		
<del></del>				\$		
Cubaanaultant Administration Ton (72)				\$		
Subconsultant Administration Expense (5%)				\$	-	
		Sub	-Total	\$	107,608.81	
Facilities Capital Cost of Money (% of Direct Labo	or) 0.230					
Tabilities Suprial Cost of Worley (76 of Direct Land	<u>))   0.230 </u>			\$	84.72	
it.	<del></del>	יסו	AL FEE	<u>s</u>	107,693.53	
**See Grand Total Fee sheet			<u> </u>	<del></del>	107,083.03	

Form Revised 2-7-11

### Description of Data to be Provided by MPO Staff and MPO Member Governments

The MPO staff and MPO member governments will be responsible for providing the following information to the consultant within 2 weeks of a signed contract and notice to proceed:

- a) Request from ALDOT Voyager files for previous 2035 LRTP model files developed by Citilabs. This should include all files and socioeconomic data needed to run and view the 2005 and 2035 models that were converted from TRANPLAN to Voyager by Citilabs for ALDOT.
- b) All GIS files for the Huntsville Area MPO study area including, but not limited to the latest Urban Area Map, Urbanized Area Map, Study Area Boundary Map, City Limits Map, County Boundary Map, Functional Classification Map, and Traffic Analysis Zones Map.
- c) 2010 Employment database for the Huntsville Area MPO study area purchased from ReferenceUSA.
- d) Past and current planning studies and documents from local planning partners that may be relevant to the model update such as the 2035 Transportation Plan, existing and future land use plans, Census data, future population forecasts, employment forecasts, and school locations, enrollments, and staffing (total and per location for 2005 through current year) from local planning partners.
- e) List of major economic sites (employment, residential, school, etc.) and their size/location that have occurred between 2005 and 2010 in Huntsville Area MPO study area.
- f) List of major economic developments (employment, residential, school, etc.) that are expected to occur between 2010 and 2040 in Huntsville Area MPO study area.
- g) Contact information for all colleges within study area in order to obtain staffing and enrollment numbers.
- h) Provide 2010 Huntsville counts.
- Requested transportation improvement projects per jurisdiction as well as a list of projects completed between the Year 2035 Plan and the present, as well as the number of improved lanes.
- j) Listing of planned transportation projects in TELUS and all available financial data for projects.